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BA 4/5/02

THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

MICHAEL SUTTON

Patent Serial No.: 09/050,796

Filed: March 30, 1998

Title: VIDEO AND FLASHLIGHT CAMERA

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Art Group: 2713  
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Examiner: Richard Lee  
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**RECEIVED**

**JAN 28 2002**

**Technology Center 2600**

**POWER OF ATTORNEY**

CamLite Corporation is the owner of the above-identified patent application, pursuant to an Assignment from the owner of record, Cam-Lite Electronics, Inc., a California corporation, effective August 28, 2001 (the "Assignment"). In accordance with 37 C.F.R. § 3.73(b), a copy of the Assignment is attached hereto. A copy of the Assignment is being filed contemporaneously herewith for recordation with the Assignment Branch.

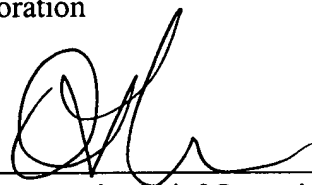
Cam-Lite Electronics, Inc. received ownership of the above-identified patent application pursuant to an Assignment, recorded at the United States Patent and Trademark Office at Reel 7191 and Frame 0391, from inventor Michael Sutton, executed on September 26, 1994, for United States Patent Application Serial No. 08/321,486, filed October 12, 1994 and now abandoned. U.S. Patent Application Serial No. 09/050,796 is a continuation of U.S. Patent Application Serial No. 08/877,246, filed June 17, 1997 and now abandoned, which is a continuation of U.S. Patent Application Serial No. 08/321,486.

CamLite Corporation hereby revokes all previous powers of attorney and appoints George C. Chen, Reg. No. 39,935; Maurice B. Stiefel, Reg. No. 18,479; Lawrence G. Kurland, Reg. No. 24,895; Stephen P. Gilbert, Reg. No. 27,893; David A. Roodman, Reg. No. 35,663; N. Whitney Wilson, Reg. No. 38,661; Daniel A. Crowe, Reg. No. 39,644; Stephen M. Haracz, Reg. No. 33,397; Robert G. Lancaster, Reg. No. 43,736; Warren K. MacRae, Reg. No. 37,876; Kevin C. Hooper, Reg. No. 40,402; Christopher J. Hayes, Reg. No. 41,822; Roxanna Wizorek, Reg. No. 46,110; Bosco B. Kim, Reg. No. 41,896; Charles T.J. Weigell, Reg. No. 43,398; Angel Herrera, Reg. No. 46,767, of the firm of Bryan Cave LLP, Two North Central Avenue, Suite 2200, Phoenix, Arizona, 85004, telephone (602) 364-7000, facsimile (602) 364-7070, as its attorneys with full powers of substitution, revocation and association, to transact all business in the United States Patent and Trademark Office in connection with the above-identified patent application and any and all continuation, continuation-in-part, continued prosecution, and divisional applications thereof.

Please direct all correspondence regarding this patent application to George C. Chen, Bryan Cave LLP, Two North Central Avenue, Suite 2200, Phoenix, Arizona 85004, phone (602) 364-7000.

CamLite Corporation

Dated: 1/10/2002

By:   
David LaBau, its Chief Operating Officer

## RESTATED ASSIGNMENT

WHEREAS, Cam-Lite Electronics, Inc., a California corporation, having a principal place of business located at 2300 Tulare Avenue, Suite 250, Fresno, California 93721 ("ASSIGNOR") is the equitable owner and record owner of United States Patent Application Serial No. 09/050,796, titled VIDEO AND FLASHLIGHT CAMERA, and filed in the United States Patent and Trademark Office on March 30, 1998; United States Patent Application Serial No. 08/877,246, titled VIDEO AND FLASHLIGHT CAMERA, and filed in the United States Patent and Trademark Office on June 17, 1997; and United States Patent Application Serial No. 08/321,486, titled VIDEO AND FLASHLIGHT CAMERA, and filed in the United States Patent and Trademark Office on October 12, 1994 (collectively the "Patent Applications");

AND WHEREAS, CamLite Corporation, a Nevada corporation, having a principal place of business located at 10221 North 32nd Street, Suite A, Phoenix, Arizona 85028 ("ASSIGNEE") is desirous of acquiring the Patent Application;

NOW, THEREFORE, on August 28, 2001, for good and valuable consideration, the receipt and sufficiency of which was acknowledged on August 28, 2001, ASSIGNOR assigned, transferred, set over, conveyed, and delivered to ASSIGNEE, its successors and assigns, all of ASSIGNOR's right, title, and interest in, to, and under any and all subject matter of the invention disclosed and/or claimed in the Patent Applications; in, to, and under the Patent Applications and any and all continuation, continuation-in-part, continued prosecution, and divisional applications thereof; in, to, and under, ASSIGNOR's exclusive right to make and prosecute any and all applications for patents, reissues, renewals, and extensions thereof; and in, to, and under any and all patents and Convention and Treaty rights of all kinds, in the United States of America and all other countries throughout the world, for all such subject matter; in, to, and under any and all know-how and/or confidential, proprietary, and/or trade secret information relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to sue for present, past, and future infringement or misappropriation relating to any such subject matter, applications, patents, and/or technology; in, to, and under the right to enforce any rights and file any causes of action, in law and/or equity, relating to any such subject matter, applications, patents, and/or technology; and in, to, and under the right to all income, royalties, fees, damages, and payments now or hereafter due or payable in respect to any such subject matter, applications, patents, and/or technology. The right, title, and interest is to be held and enjoyed by ASSIGNEE and its successors and assigns as fully and exclusively as it would have been held and enjoyed by ASSIGNOR had this assignment not been made. ASSIGNOR requests the applicable official having authority to issue patents and/or corresponding rights to issue same on the subject matter of said invention(s) to ASSIGNEE, its successors and assigns, and, if called upon by ASSIGNEE, its successors, assigns, or legal representatives, ASSIGNOR agrees to promptly execute, and/or to promptly obtain the execution of, any and all documents necessary to secure any and all such patents and/or rights and for issuance of same to ASSIGNEE, its successors and assigns.

ASSIGNOR confirms that it has not made any agreement in conflict with this Assignment. ASSIGNOR further agrees that it will provide information within its knowledge or belief, and do, or have done, any and all other relevant things that ASSIGNEE, its successors, assigns, or legal

representatives deem necessary or desirable and request of ASSIGNOR in connection with obtaining and/or maintaining any such patents and/or rights; in connection with any proceeding, controversy, and/or litigation pertaining to any such patents and/or rights; in order to perfect and/or enforce the ownership by ASSIGNEE, its successors and assigns, of the right, title, and interest conveyed by this Assignment; and/or in connection with this Assignment.


Cam-Lite Electronics, Inc., a California corporation

Dated: 1-7-02

By: Donald Gonsalves  
Donald Gonsalves, its Chairman

STATE OF Arizona )  
 ) ss.  
County of Navajo )

On this 7<sup>th</sup> day of January, 2001, before me appeared Donald Gonsalves, the person who signed this instrument, who acknowledged that he signed it as a free act on behalf of Cam-Lite Electronics, Inc., a California corporation.

My Commission Expires:  
OFFICIAL SEAL  
 KATHLEEN S. SANDOVAL  
Notary Public - State of Arizona  
NAVAJO COUNTY  
My Commission Expires 12-31-05

By: Kathleen Sandoval  
NOTARY PUBLIC

ASSIGNMENT OF PATENT APPLICATION

SOLE

WHEREAS, MICHAEL SUTTON of LEMOORE, CALIFORNIA, hereinafter referred to as "Assignor," is the inventor of the invention described and set forth in the below identified application for United States Letters Patent:

Title of the Invention: VIDEO AND FLASHLIGHT CAMERA

Date of execution of Declaration: September 21, 1994

Filing date: \_\_\_\_\_

Serial No.: \_\_\_\_\_; and

WHEREAS, CAM-LITE ELECTRONICS, INC. a California corporation, located at 2300 Tulare Avenue, Suite 250, Fresno, California, hereinafter referred to as "Assignee," is desirous of acquiring an interest in the invention and application and in any Letters Patent and Registrations which may be granted on the same;

For good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has assigned, and by these presents does assign to Assignee all right, title and interest in and to the invention and application and to all foreign counterparts (including patent, utility model and industrial designs), and in and to any Letters Patent and Registrations which may hereafter be granted on the same in the United States and all countries throughout the world, and to claim the priority from the application as provided by the Paris Convention. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made, for the full term of any Letters Patent and Registrations which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to Assignee, but at Assignee's expense, (a) cooperate with Assignee in the prosecution of U.S. Patent applications and foreign counterparts on the invention and any improvements, (b) execute, verify, acknowledge and deliver all such further papers, including patent

applications and instruments of transfer and (c) perform such other acts as Assignee lawfully may request to obtain or maintain Letters Patent and Registrations for the invention and improvements in any and all countries, and to vest title thereto in Assignee, or Assignee's successors and assigns.

IN TESTIMONY WHEREOF, Assignor has signed his/her name on the date indicated.

Michael Sutton  
MICHAEL SUTTON

Date: SEPT 26, 1994

STATE OF California

COUNTY OF Fresno

On 9-26-94, before me, Roger K. Vehrs, a Notary Public, personally appeared MICHAEL SUTTON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executes the instrument.

WITNESS my hand and official seal.

Signature [Signature] (Seal)

